

STATINTL

U.S.A. (8-57)

STATINTL

GREYHOUND



RENT-A-CAR

RENTAL CONTRACT NO. [REDACTED]

MADE THIS 5<sup>th</sup> DAY OF May 1958

CASH <input type="checkbox"/> CHARGE AND INVOICE <input type="checkbox"/>		LOCAL ADDRESS		PHONE		TIME RETURNED			
PHONE CONTACT		CREDIT CARD NO. <u>64130</u>		ISSUED BY <u>A.T.C</u>		DRIVER'S LICENSE NO. <u>148941D</u>		TIME OUT <u>8:15</u>	
STATE <u>Mass.</u>		EXPIRATION DATE <u>8-9-59</u>		MAKE <u>Chev. S.W.</u>		LICENSE NO. <u>NNM 422</u>		MILEAGE IN	
PAID OR CHARGE STAMP <u>paid</u> <u>K.T.H.</u>		ADDITIONAL AUTHORIZED DRIVERS		CAR NO.		MILEAGE OUT		MILES DRIVEN	
1. _____		2. _____		3. _____		MILES @ <u>0.127/m</u>		<u>4</u> <u>56</u>	
DUE BACK		DEPOSIT		CHARGE PLATE		I AGREE TO RETURN THIS VEHICLE TO THE GREYHOUND RENT-A-CAR U-DRIVE LOCATION AT: <u>Int. Airport</u>		HOURS @ <u>1.50</u>	
GREYHOUND RENT-A-CAR INC. 7900 La Tijera Blvd. Los Angeles 45, Calif. ORegon 8-5408		CASH REFUND TO DRIVER		STATINTL ON OR BEFORE <u>5-15-58</u>		DAYS @ <u>10</u>		<u>10</u> <u>00</u>	
GASOLINE \$ _____		REPAIRS \$ _____		SUB TOTAL		WEEKS @ <u>45</u>		<u>14</u> <u>56</u>	
TOTAL CHARGE		LESS DEPOSIT		COLLISION PROTECTION CHARGE		TOTAL TIME AND MILEAGE CHARGE		<u>14</u> <u>56</u>	
NET DUE GREYHOUND		NET DUE DRIVER		SUB TOTAL		SALES TAX		<u>1</u> <u>00</u>	
NET DUE DRIVER				SUB TOTAL		MISCELLANEOUS CHARGES		<u>15</u> <u>56</u>	
				SUB TOTAL		LESS GASOLINE		<u>16</u> <u>18</u>	
				SUB TOTAL		REFUND FOR REPAIRS		<u>16</u> <u>18</u>	

In consideration of the mutual promises and covenants herein contained, Greyhound Rent-A-Car, Inc., leases to the undersigned renter the vehicle described above and, the renter agrees by his signature hereon to lease said vehicle subject to the terms and conditions on the reverse side hereof which the renter acknowledges to have read, and which provisions by reference hereto are incorporated into this contract. Renter further agrees and elects with respect to collision insurance:

## A. FULL COLLISION COVERAGE

To be relieved of responsibility for all collision damage to the rented vehicle except as provided herein and agree to pay the additional fee for collision insurance.

CUSTOMER SIGNATURE

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## B. \$100 COLLISION LIABILITY

To assume liability for all collision damage to the rented vehicle, this liability to be limited to \$100, except as provided herein.

CUSTOMER SIGNATURE

GREYHOUND RENT-A-CAR, INC.

BY: \_\_\_\_\_

3. CUSTOMER

# **OTHER TERMS AND CONDITIONS OF RENTAL CONTRACT**

1. Renter agrees that vehicle leased to him under this contract (hereinafter referred to as "vehicle") is undamaged and in good mechanical condition, and Renter agrees to return said vehicle to Greyhound Rent-A-Car, Inc. (hereinafter referred to as "Greyhound") in the same condition in which it was received, ordinary wear and tear excepted, on the due date stated on the reverse side hereof, provided, however, that Greyhound shall have the right to demand the return of said vehicle at any time, notwithstanding any other terms or conditions herein contained.
2. Renter agrees to pay Greyhound a charge computed at the time and mileage rates specified in the current rate schedules of Greyhound for the time which elapses during the term of this contract and for the mileage that the vehicle was operated during said term. In addition thereto, Renter agrees to pay Greyhound an amount equal to the value of any tools, tires or accessories which may be lost or stolen from the vehicle during the term hereof.
3. Renter agrees not to use or operate said vehicle, or permit it to be used or operated:
  - (a) in violation of any of the terms or conditions of this rental contract;
  - (b) for the transportation of persons or property for hire, or in any manner which may be interpreted as operating said vehicle as a public conveyance;
  - (c) in violation of law or for any illegal purpose;
  - (d) in any race, speed test or contest;
  - (e) outside of the State in which the vehicle was rented without the written consent of Greyhound's representative;
  - (f) for the purpose of towing or propelling any trailer or other vehicle;
  - (g) while under the influence of intoxicants or narcotics, or by any other person who is in such condition; or
  - (h) by any person other than the Renter, except that without violating this contract, said vehicle may be used and operated by another person, who is a qualified licensed driver, if such other person is a member of Renter's immediate family, or is the Renter's employer or employee and uses and operates said vehicle in the normal course of such employment.In the event of the Renter's violation of the aforementioned conditions, the Renter's right to use and operate said vehicle shall terminate forthwith.
4. Except as herein contained with respect to tires, tools and accessories, the Renter shall not be held responsible for loss or damage to the vehicle resulting from fire or from theft, nor shall Renter be held responsible for other comprehensive type damages to the vehicle over which he has no control. In connection herewith, the Renter agrees that whenever said vehicle is not being operated, all windows shall be tightly closed, and the ignition, doors and trunk shall be locked and the keys removed.
5. Greyhound agrees to insure the Renter under a standard automobile public liability and property damage policy, subject to the terms, conditions and restrictions therein contained, which by reference hereto are incorporated herein and made a part hereof, and the Renter agrees to be bound by such terms, conditions and restrictions.
6. The insurance coverage referred to in paragraph 5 does not apply:
  - (a) to any injury sustained or damage caused when the vehicle is operated by anyone other than the Renter, a qualified licensed driver if such person is a member of Renter's immediate family, or the Renter's employer or employee who is using the vehicle in the normal course of business;
  - (b) when the vehicle is operated as a public or livery conveyance, except that the act of renting the vehicle without the named insured or a chauffeur, if the named insured in attendance shall not constitute the vehicle a public or livery conveyance;
  - (c) to the Renter or driver for injuries sustained by passengers or guests or any person while riding in or alighting from or getting into or on said vehicle;
  - (d) to any liability imposed upon or assumed by the insured under any Workmen's Compensation Act, plan or law, or any contract of any nature whatsoever;
  - (e) to injury or destruction of property owned or transported by the Renter, or property rented to or in charge of the Renter, other than the vehicle described on the reverse side hereof.
7. If the Renter elects not to pay an additional rental fee to be relieved of liability for collision damages to said vehicle, then Renter agrees to indemnify Greyhound for any collision damages which may occur to the vehicle, but not to exceed the amount of \$100. The Renter understands that the limit up to \$100 is a definite liability on his part regardless of whether or not the damage is incurred as a result of his negligence, provided, however, that to the extent of the amount paid by the Renter for damage to said vehicle Renter shall be entitled to subrogation. Notwithstanding any other provision in this contract or the Renter's election to pay an additional rental fee to be relieved of liability for collision damage, Renter shall be liable for all collision damage if there is reasonable evidence that the damage occurred while the vehicle was being operated in violation of the terms of this contract or if there is reasonable evidence that the vehicle was deliberately damaged.
8. Renter or driver shall immediately report to Greyhound in writing if said vehicle shall be involved in any accident, is damaged in any way whatsoever, or is seized or stolen, and must immediately forward to Greyhound every process, pleading or paper relating to any and all claims, suits and proceedings received by Renter or driver. Renter agrees to co-operate with Greyhound and its insurer in all matters connected with the investigation, defense or prosecution of any claim arising out of the operation of the vehicle under this contract.
9. Renter expressly agrees to release Greyhound from, and to indemnify it against, any and all loss, cost, damages and/or liability arising out of the operation of said vehicle, except as provided herein. Renter further agrees to pay Greyhound the amount of any fines for parking, traffic or legal violations assessed against the vehicle, driver and/or Greyhound during the term of this agreement. In the event it shall be necessary for Greyhound to enforce any of the terms, conditions or provisions hereunder by court action, Renter agrees to pay all expenses incurred by Greyhound in connection therewith, including attorneys' fees.
10. If Renter shall have misrepresented his identity, business affiliations or qualifications to drive, or if Renter violates any of the terms of this contract, or if Greyhound has reason to believe that Renter has violated or intends to violate this contract, then, and in any of such events, Greyhound may seize and repossess said vehicle, with the use of force if necessary, wherever it may be. If said vehicle shall not be returned to the possession of Greyhound at such place as Greyhound may designate, within twenty-four (24) hours following the due date shown on the reverse side hereof, or on such date and time as may be specified by Greyhound pursuant hereto, Renter shall be deemed to be in unlawful possession of said vehicle, and Greyhound shall have the right to notify the police that the vehicle has been stolen, and Renter hereby releases and discharges Greyhound from any and all claims arising therefrom, including but not limited to any claims based on false arrest and imprisonment.
11. Renter agrees that he will not assign, transfer or sublet his rights under this contract, and without pledge, mortgage or otherwise encumber his right or interest hereunder.
12. The term of this contract shall commence when possession of said vehicle is delivered to Renter, and shall end when said vehicle is returned to Greyhound, provided that if Renter involuntarily loses the use of said vehicle before it is returned to Greyhound, the term shall not extend beyond the time such loss occurs.

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